AGREEMENT

Agreement No.EE/RI-YNK/AG/17/2019-20 **Date:18.12.2019**

This Agreement entered on the day of **18th December 2019**, between **"The Executive Engineer,** Road Infrastructure Yelahanka Division, Room No.208, 2nd floor, New Annex Building, Bruhat Bengaluru Mahanagara Palike, N.R.Square, Bangalore-560 002 (hereinafter called "the Employer") of the one part and Executive Engineer-5, Karnataka Rural Infrastructure Development Limited (KRIDL) No. 52, 4th Floor, Prestige Hosto Chamber, 1st Main road, Sheshadripuram, Bangalore-20. (Herein after called "the Contractor") of the other part.

Whereas M/s. KRIDL called the Contractor, has under taken in pursuance of

(1) Bruhat Bangalore Mahanagara Palike desired to entrust the work **"Repairs and Improvements to Roads Mandi Mariyappa Reddy main road in Mariyannapalya inward No.07 Byatarayanaura"** to Executive Engineer-5, Karnataka Rural Infrastructure Development Limited (KRIDL) vide Administrative Approval CE(RI)/ADM/AS/133/2019-20, dt:10.10.2019 . And Technical sanctioned vide no. CE (RI)/TS/91/2019-20, dt: 10.10.2019 amounting to **Rs. 1,96,77,125.52/- (Rupess One lakhs Ninty Six thousand One Hundred Twentyfive and Fiftytwo Only).**

(2) ಸರ್ಕಾರ ಪತ್ರ: ನಅಇ 515 ಎಂಎನ್‌ವೈ 2018 ಬೆಂಗಳೂರು ದಿನಾಂಕ: 14.11.2018.

(3)ಬೃಹತ್ ಸಾರ್ವಜನಿಕ ಕಾಮಗಾರಿ ಸ್ಥಾಯಿ ಸಮಿತಿಯ ದಿನಾಂಕ:07.09.2019ರ ಸಭೆಯ ವಿಷಯ ಸಂಖ್ಯೆ:12/2019–20(ಕ್ರ.ಸಂ.121)

(4) The Commissioner, BBMP vide approval para no. 34, dated: 13.09.2019.

CONTRACTOR

EXECUTIVE ENGINEER-4
KRIDL BBMP DIVISION
BENGALURU-560 010

EXECUTIVE ENGINEER

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GOVT. OF KARNATAKA 67487

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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. a. KRIDL shall execute and complete the work based on the drawings and estimates as per the standard specification of KPWD duly approved by BBMP.

   b. Estimate has been prepared by BBMP based on CSR of PWD 2018-19 of Bangalore Circle and administratively approved the same by BBMP entrusted to KRIDL with KRIDL Charges and applicable GST Charges.

   c. The Administrative Approval and Technical Sanction has been accorded by Competent Authority of BBMP.

Sl.No.	Name of Work	Job Work Code	Amount in Rs.
1	"Repairs and Improvements to roads Mandi Mariyappa Reddy main road in Mariyannapalya inward No.07 Byatarayanaura"	007-20-000034 (P Code:P-2902)	200.00 Lakhs

2. The work shall be completed within 6 (Six) Months from the date of issue of Notice to proceed with the work.
3. Defect liability period shall be 1 year (12 months) from the date of completion of work.
4. If the rates of certain items of works not found in this SR then the same shall be obtained from SR of Minor Irrigation/National Highways/PRED/KUWS & DB.
5. Any variation in quantities, specifications and extra items shall be got it approved from BBMP if necessary during the course of execution of work.
6. The bill shall be prepared and certified by both M/s.KRIDL & BBMP for payment.
7. In case of any dispute regarding the nature and execution of work and satisfactory completion of work and the payments between BBMP and Executive Engineer-5, KRIDL, Bangalore, the matter shall be referred to The Commissioner, BBMP whose decision is Final and binding.

EXECUTIVE ENGINEER-4
KRIDL BBMP DIVISION
BENGALURU-560 010

CONTRACTOR

EXECUTIVE ENGINEER (RI-YNK)

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8. The Tender conditions of KW-4 are applicable to this contract Agreement.
9. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed of this Agreement.
10. In Consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
11. G.S.T will be levied for the work as applicable (@ 12%).
12. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
13. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
    (i) Letter of Communication.
    (ii) Notice to Proceed with the Works;
    (iii) Contract Data;
    (iv) Conditions of Contract (including Special Conditions of Contract);
    (v) Specifications;
    (vi) Drawings;
    (vii) Bill of Quantities; and
    (viii) Any other document listed in the Contract Data as forming part of the contract.

EXECUTIVE ENGINEER-4
KRIDL BBMP DIVISION
BENGALURU-560 010

CONTRACTOR

EXECUTIVE ENGINEER (RI-YNK)

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GOVT. OF KARNATAKA भारत 67485 कर्नाटक

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In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

Signature of the Contractor

EXECUTIVE ENGINEER-4
KRIDL BBMP DIVISION
BENGALURU-560 010

Signature of the Employer

WITNESSES:

1.

2. Assistant Executive Engineer,
R.R. Nagar, Sub-division,
KRIDL, BBMP, Bangalore

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